

**CRAYCROFT AT SOUTH LAKE  
SECOND ADDITION**

**LOT PURCHASE AGREEMENT**

Roy B. Moser, Jr., (SELLER), agrees to sell and \_\_\_\_\_,  
(BUYER), agrees to purchase at the price of \_\_\_\_\_, the following  
described real estate (Premises) situated in Macon County, Illinois:

Lot \_\_\_\_ of CRAYCROFT AT SOUTH LAKE SECOND ADDITION as per Plat  
Recorded in Book 1832, page 854 of the Records in the Recorder's Office of  
Macon County, Illinois.

IT IS FURTHER AGREED:

1) Buyer has paid \$\_\_\_\_\_ as earnest money to be held by Thomas M. Shade, Attorney, in a non-interest bearing trust account for the benefit of the parties and pursuant to the terms hereof and credited to Buyer at Settlement. If Buyer defaults, Seller may accept earnest money as liquidated damages, or may pursue any available legal remedy. If Seller defaults, earnest money shall be refunded to Buyer without prejudice to any legal remedy available.

2) Seller shall furnish Buyer a commitment for an owner's title insurance policy insuring against defects in merchantability of title to the value of the purchase price at least ten (10) days prior to Settlement. Buyer shall pay search charge as to Buyer. Title evidence shall show that there are no financing statements on file affecting any personal property or fixtures included in the purchase. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable use. Buyer shall promptly advise Seller of any claimed defects in title evidence to permit resolution before Settlement.

3) Buyer shall pay to Seller the balance of the purchase price at the office of Roy Mosser & Associates, on or before \_\_\_\_\_, which event shall be called Settlement.

4) At Settlement, Seller shall deliver to Buyer a Warranty Deed to the Premises, subject only to those matters to which the title may be subject as provided in paragraph (2) and conveying and the benefits of all easements appurtenant of record prior to the execution of this contract, if any, in such form and together with such documentation as shall be required for recording said deed. Seller shall also furnish Buyer, at Settlement, all documentation necessary to protect Buyer for mechanics' liens. Seller agrees to pay for transfer tax stamps.

5) At or before Settlement, Seller shall pay for or give Buyer Credit for general real estate taxes for all prior years and for Seller's pro rata share of such taxes for the year of Settlement. Seller shall further pay or give Buyer credit for all special assessments now a lien against the Premises and all water bills or water main or sewer connection charges incurred and unpaid as of Settlement. Credit to Buyer for general real estate taxes not yet payable shall be computed to date of Settlement upon the basis of the most current tax information available at the time of Settlement.

6) Buyer shall be entitled to possession of Premises at Settlement.

7) Buyer and Seller shall furnish all information legally required for financing or transfer of title.

8) Any notice given or required in the contract shall be given in writing either personally or by certified mail, postage prepaid with return receipt requested and addressed to Seller at P.O. Box 1066, Decatur, Illinois 62525, or to Buyer at \_\_\_\_\_ . All such notices shall be deemed to have been given on the date of personal service or on the date postmarked. Such notice is sufficient if served upon or addressed to any one Seller or any one Buyer.

9) This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of Seller and Buyer. Time is of the essence in the performance of this Contract. All agreements and warranties of this contract, unless fully performed, survive the execution and delivery of the Deed.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

SELLER:

BUYER(S):

\_\_\_\_\_  
ROY B. MOSSER, JR.

\_\_\_\_\_  
S.S. No. \_\_\_\_\_

\_\_\_\_\_  
S.S. No. \_\_\_\_\_